

**VENDOR NAME:**

# **INVITATION FOR BIDS**

**DENVER WATER'S**

**BIDDERS' PROPOSAL NO. 10495A**

**AUGUST 25, 2006**

**FOR**

**WASTE REMOVAL**

**DENVER METROPOLITAN AREA**

**FOR THE CONTRACT PERIOD OCTOBER 1, 2006 THROUGH SEPTEMBER 30, 2009**

**RETURN COMPLETE BID PACKAGE IN A SEALED  
ENVELOPE**

**BIDS WILL BE OPENED AT DENVER WATER,  
PURCHASING SECTION, BUILDING 12, 1:00 P.M.,  
SEPTEMBER 5, 2006.**

## INDEX

INSTRUCTIONS TO BIDDERS .....	3
GENERAL CONDITIONS .....	5
SPECIAL CONDITIONS .....	14
SPECIFICATIONS .....	18
DRIVING DIRECTIONS TO DENVER WATER .....	19
MAP TO DENVER WATER .....	20
BILL OF MATERIAL .....	21
PROPOSAL .....	24
ACCEPTANCE .....	26
TAXPAYER IDENTIFICATION NUMBER (W-9)	
APPENDIX	
MAP OF DUMPSTER LOCATIONS AT WEST SIDE	

PURCHASING'S CONTRACT LINE: 303-628-6361

CONTRACT REPRESENTATIVE: Scott Nelson  
303-628-6001  
[Scott.nelson@denverwater.org](mailto:Scott.nelson@denverwater.org)

CITY AND COUNTY OF DENVER, COLORADO  
BOARD OF WATER COMMISSIONERS  
(referred to in this document as "Board" or "Denver Water")

INSTRUCTIONS TO BIDDERS

1. A Bidder's Proposal in response to an Invitation for Bids shall be submitted in accordance with these Instructions to Bidders and with the General Conditions, Special Conditions, Specifications, Bill of Material, Proposal, TIN, and Acceptance. These documents, plus any other documents required by the Special Conditions and any addenda added by Denver Water, constitute the Contract Documents. No one part of the Contract Documents constitutes the contract.
2. The complete "Invitation for Bids" packet should be returned to Denver Water. The Bill of Material shall be written in ink or typewritten and shall be made a part of the Bidder's Proposal. The person signing the Proposal shall initial all corrections or erasures to the Bill of Material.
3. The Bidder's Proposal shall be completely filled out in ink or typewritten and signed by an authorized official. Officials of corporations shall state their official title. Persons bidding as partners or sole proprietors shall so state. Contractor warrants that persons signing the Proposal are empowered to legally bind Contractor to a contract.
4. Mailed Bidders' Proposals must be addressed to: DENVER WATER PURCHASING SECTION, 1600 WEST 12TH AVENUE, BUILDING NO. 12, DENVER, COLORADO 80204-3412. Bidders Proposals must be received by the Manager of Purchasing on or before the designated bid opening time. The bidder will be held responsible for any delay due to mail service.
5. Bidders' Proposals may be delivered to the office of the Manager of Purchasing, Denver Water, 1600 West 12th Avenue, Building No. 12, Denver, Colorado. Bidders' Proposals may be rejected if not received by the Manager of Purchasing on or before the bid opening time.
6. Bidders' Proposals may be withdrawn by bidders prior to the bid opening time, but only upon written request. Bidders' Proposals may not be withdrawn after they have been opened. All Bidders' Proposals will be deemed firm and open to acceptance or rejection for a period of forty-five (45) days after the bid opening.
7. Bidders submitting a "No Bid" are requested to complete, sign, and return the Proposal, in order to remain on future Bidders' Lists for this service or commodity.
8. Any Special Conditions will supersede Instructions to Bidders and General Conditions.
9. All bid prices must be firm for the period stated in the Special Conditions. Any price adjustment clause that may be included with a Bidder's Proposal may result in rejection of the Bidder's Proposal.
10. Bidders are urged to establish realistic delivery dates.

## INSTRUCTIONS TO BIDDERS (continued)

11. Bidders' Proposals must be accompanied by descriptive data (catalogs, drawings, etc.) necessary or desirable for proper evaluation of the Bidder's Proposal. Bidders' Proposals that do not comply with this requirement may be rejected.
12. If requested to do so, the successful Bidder shall furnish references demonstrating capability to provide the required materials and/or to perform the required services. Denver Water may inspect the Bidder's facilities and equipment and will determine, in its sole discretion, whether the Bidder will be awarded the contract.
13. When a Bidder intends to furnish an article he considers equal to one named on the Bill of Material, the Bidder must specify the trade name and grade of the substitute article and must submit any engineering data and technical literature required by Denver Water to evaluate the product. Denver Water reserves the right to determine whether any substitute article is equal to the one named on the Bill of Material.
14. Bidders' Proposals will be evaluated on technical specifications, acceptable delivery and lowest bid price. Cash discount payment terms offered will not be used to determine the lowest bid price.
15. The Board reserves the right to reject any or all offers, either in whole or in part, or to waive technical defects if deemed in the best interest of the Board. In the event of a tie bid, award will be made in the Board's best interest.
16. No contract will be made with any entity who is in arrears to the City and County of Denver or its Board of Water Commissioners upon debt or contract, or who is a defaulter as surety or otherwise, upon any obligation to the City and County of Denver.
17. These Instructions to Bidders, along with other information pertaining to Denver Water, may be accessed at Denver Water's Internet address: [www.denverwater.org](http://www.denverwater.org).
18. Questions or comments concerning these Instructions to Bidders should be directed to the office of the Manager of Purchasing, 1600 West 12th Avenue, Building No. 12, Denver, Colorado 80204-3412 Telephone: 303-628-6770.

## GENERAL CONDITIONS

### SERVICES AND MATERIALS

1. PERFORMANCE: The Contractor shall furnish the services and materials covered by this contract subject to all the terms and conditions contained in the documents comprising this contract, including these General Conditions. No other terms or conditions shall be binding upon the parties unless agreed to in writing. Written acceptance of this contract or the performance of any portion of the services covered by this contract shall constitute unqualified acceptance of all its terms and conditions. These General Conditions shall supersede any inconsistent provisions in Contractor's bid proposal.

2. CHANGES IN SCOPE: Upon issuance of a written order, the Board may change the amount or nature of material to be furnished and services to be performed under this contract. If the amount of material or services is increased or decreased, the Contractor will be paid for the actual amount of services and material furnished.

3. WARRANTY OF WORKMANSHIP, MATERIALS AND EQUIPMENT: For a period of one year from the date the Board accepts any material or service, the Contractor shall be responsible for the satisfactory repair or replacement of any material, service or equipment which becomes defective as a direct or indirect result of Contractor's workmanship, service or negligence or from Contractor's improper handling or use of faulty material or equipment.

4. COMPLIANCE WITH SPECIFICATIONS: The Board's Specifications establish the minimum acceptable requirements for services and materials. The Board shall determine at its sole discretion whether any proposed services or materials comply with the Specifications.

Any provisions in the Specifications requiring specific ratings, capacities, weights, dimensions or other designations for any equipment refer to the original manufacturer's specifications. The Board shall not be obligated to accept as meeting the Specifications any equipment assigned ratings, capacities, weights, dimensions or designations by any subsequent manufacturer, assembler or dealer. The Board requires any products that come in direct contact with treated water to have N.S.F. Certification or equivalent.

Property that upon delivery does not meet the Specifications, or that has been damaged in transit, may be rejected by the Board and returned to the Contractor at the Contractor's risk and expense.

5. FAILURE TO COMPLY WITH SPECIFICATIONS: If any services provided by the Contractor do not meet specifications or performance requirements, the Board reserves the right to delay payment until the problem is corrected or to terminate this contract.

GENERAL CONDITIONS  
(continued)

6. INSPECTION AND TESTING: The Board or its authorized representative shall be permitted to inspect all material during its fabrication and prior to its preparation for shipment; to expedite delivery; to inspect the packing when the material is ready for shipment; or to witness any test, the results of which require approval by the Board's Engineer.

The Board may, at its discretion, inspect and test any delivery to ensure compliance with the Specifications. The Board will pay the costs of tests it conducts and will make test results available to the Contractor upon request. The Board's findings shall be binding and conclusive. The Board's acceptance of material, or waiver of any inspection or test, shall in no way relieve the Contractor of the responsibility to furnish material meeting the requirements of the Specifications.

7. FAILURE TO PASS INSPECTION OR TESTING: The Board will not accept material that is damaged, does not meet contract Specifications or is unsuitable for use in the Board's potable water system. Should any material fail to meet test criteria, the Contractor will be required to take the following actions at its sole cost:

- A. The Contractor must remove all material to which the unacceptable material has been added.
- B. The Contractor must replace the material removed with like material meeting the Specifications.

8. PAYMENT: Payment will be made in conformity with the terms and conditions of this contract. The Board will not make advance or progress payments for materials or services unless provided for in the contract. The Contractor must submit documentation supporting the charges in the invoice, which must be consistent with this contract, and must include the contract number of this contract on each invoice. Payments shall be based upon Contractor's verified progress in completing the services and delivering the materials. Unless the Contractor has not properly performed, invoices will be paid within thirty days of receipt. The Board shall have the right to refuse to pay all or a portion of an invoice that is inconsistent with this contract. The Board may delay payment until it can verify the accuracy of the invoice, obtain releases or waivers with respect to work covered in the invoice, or resolve a dispute with the Contractor regarding an invoice. Warrants shall be made payable to the trade or business of Contractor. The Board shall have the right to refuse to pay all or a portion of an invoice that is inconsistent with this Agreement.

GENERAL CONDITIONS  
(continued)

9. SALES, EXCISE AND USE TAXES:

- A. STATE: The State of Colorado will not impose sales and use taxes upon construction and building materials purchased by the Contractors and subcontractors for use in the building, erection, alteration or repair of structures, highways, roads, streets and other public works owned and used by the City and County of Denver. In order to qualify for this exemption, an application for a certificate of exemption must be filed with the Colorado Department of Revenue by each Contractor and subcontractor engaged in the construction project. The Board will not reimburse the Contractor for any such taxes paid as a result of a failure to file a request for exemption. Proposals shall not include any such taxes in the computation of bids.
- B. LOCAL: The Contractor and all subcontractors are required to pay the sales and use taxes imposed by a political subdivision of the State of Colorado on purchases of any tangible personal property to be built into the work produced under this contract. The Board will not adjust payments for any refund of such taxes that the Board might receive.
- C. FEDERAL: As a political subdivision of the State of Colorado, the Board is exempt from the payment of most federal excise taxes. The Contractor will be reimbursed for payment of any federal excise tax for which the Board is unable to provide an exemption certificate.

10. DELIVERY DATES: The Contractor shall make delivery as promised in Contractor's bid. When a date is set for delivery of materials, delivery must occur on or before that date, or the Board will have the right to cancel this contract and to purchase equivalent property at market prices for immediate delivery and hold the Contractor liable for any increase in the price over the prices established in this contract.

11. TITLE TRANSFER: The Contractor warrants that title to all work, materials and equipment covered by an application for payment will pass to the Board no later than the time of payment, free and clear of all liens.

12. RISK OF LOSS: The Contractor shall assume the risk of loss or damage to materials sold to the Board until the material has been delivered to and accepted by the Board.

13. PATENTS: The Contractor will provide a defense and hold harmless the Board against any costs, damages or demand for payment arising out of the Contractor's use of any patented material, process, device or article in performing under this contract.

14. LIABILITY: The Contractor will provide a defense to the Board and pay any costs and damages for any liability or claim of whatever nature arises in any way out of this contract, caused by any negligent or wrongful act or omission of the Contractor or the Contractor's officers, agents or employees.

GENERAL CONDITIONS  
(continued)

15. INSURANCE: Contractor shall maintain the following insurance in full force and effect during the full term of this Agreement:

- A. Workers' Compensation and Employer's Liability Insurance: The Contractor and each subcontractor shall carry worker's compensation and employer's liability insurance to cover liability under the laws of the State of Colorado in connection with the work performed pursuant to this contract. The Contractor and each subcontractor shall carry a separate policy.
- B. Commercial General Liability Insurance: The Contractor and each subcontractor shall carry commercial general liability insurance, which shall include blanket contractual liability. Such insurance shall be in the amounts specified in the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. as it may be amended from time to time (currently \$150,000 per person, \$600,000 per occurrence for bodily injury and property damage).
- C. Automobile Liability Insurance: The Contractor and each subcontractor shall carry automobile liability insurance to include owned, non-owned and hired vehicles used in the performance under this contract. Such insurance shall be in the amounts specified in the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. as it may be amended from time to time (currently \$150,000 per person, \$600,000 per occurrence for bodily injury and property damage).

The required commercial general liability and automobile policies shall: (1) name the Board as an additional insured for coverages only, with no premium payment obligation; (2) provide a cross liability/severability of interest clause; and (3) provide that coverage for the Board will not be impaired by the Contractor's failure to comply with any of the terms or conditions of a policy.

The Contractor shall provide certificates of insurance (and renewals thereof) in a form acceptable to the Board, identifying this contract and demonstrating that required coverages have been obtained. The Contractor shall not allow any subcontractor, agent, or employee to commence work until appropriate certificates of insurance have been obtained and approved by the Board. The coverages specified in the certificates of insurance shall not be terminated or reduced without providing at least thirty (30) days' prior written notice to the Board.



GENERAL CONDITIONS  
(continued)

16. RECORDS AND AUDITS: The Contractor shall at all times maintain a system of accounting records in accordance with its normal procedures, together with supporting documentation for all work, purchases, services and billings under this contract.

The Contractor shall make available for audit and reproduction by the Board all records, in whatever form, related to this contract. The Contractor shall provide such availability during the term of this contract and for two years after final payment. The Contractor shall refund to the Board any charges determined by the Board's audit to be inconsistent with this contract.

17. TERMINATION: The Board at any time may terminate this contract in whole or in part upon written notice stating the type of termination and the effective date. The Board may terminate for convenience or for default, as described in this paragraph. As used in this paragraph, the word "Contractor" includes the Contractor and his sub-contractors at any tier.

- A. Termination for convenience. If the Board terminates for convenience, it shall pay to the Contractor, as full compensation: (1) the unit or pro rated contract price for the performed and accepted portion of the work; and (2) a reasonable amount, as determined by the Board, not otherwise recoverable from other sources, with respect to the unperformed or unaccepted portion of the work. Compensation for termination for convenience shall not exceed the total contract price.
- B. Termination for Default. The Board may terminate this contract for default if the Contractor fails to comply with the Specifications or the provisions of this contract; fails to make progress, so as to endanger performance; or fails to perform the work within the time specified or any written extension; and does not cure such failure within a reasonable period of time after written notice. In the event of termination for default, the Board may purchase replacement services and the Contractor shall be liable to reimburse the Board for any excess costs incurred by the Board. The Board shall pay to the Contractor, as full compensation, the unit or pro rated contract price for the performed and accepted portion of the work. Termination for default will result in the removal of the Contractor's name from the approved bid list for two years or a different period of time, at the Board's discretion.

If, after notice of termination for default, the Board determines that the Contractor was not in default or that the Contractor's failure to perform was due to causes beyond the control and without the fault or negligence of the Contractor, the termination shall be deemed for the convenience of the Board.

GENERAL CONDITIONS  
(continued)

18. ASSIGNMENT AND SUBCONTRACTS: The Contractor may not assign this contract or any right or liability or enter into any subcontract or amend any subcontract without prior written consent of the Board's Representative. If the Contractor subcontracts or assigns any part of this contract, the Contractor shall be as fully responsible to the Board for acts and omissions of a subcontractor as the Contractor is for the acts and omissions of Contractor's own employees.

19. NO THIRD PARTY BENEFICIARIES: This contract shall bind and inure to the benefit of the parties and their respective successors and assigns. This contract is intended to benefit only the parties and neither subcontractors nor suppliers of Contractor nor any other person or entity is intended by the parties to be a third party beneficiary of this contract.

20. CHARTER OF THE CITY AND COUNTY OF DENVER: This contract is made under and conformable to the provisions of the Charter of the City and County of Denver that control the operation of the Denver Municipal Water System, consisting of Article X of the Charter. Insofar as applicable, the Charter provisions are incorporated by this reference and shall supersede any apparently conflicting provisions otherwise contained in this contract.

21. COMPLIANCE WITH LAWS: In performing this Contract, the Contractor shall comply with all applicable laws, rules, and regulations, including, but not limited to, the Colorado Worker's Compensation Act and all federal and state tax laws. The Contractor certifies that it has complied, and during the term of this contract will continue to comply, with the Immigration Reform and Control Act of 1986. The Contractor shall provide to the Board any certification the Board reasonably requests in order to demonstrate the Contractor's compliance with applicable legal requirements. Because the Contractor will be acting as an independent contractor, the Board assumes no responsibility for the Contractor's compliance.

22. VENUE AND GOVERNING LAW: This contract shall be deemed performable in the City and County of Denver, notwithstanding that the parties may find it necessary to take some action outside the City and County. Venue for any dispute resulting in litigation shall be in the District Court in and for the City and County of Denver. This contract shall be governed by and construed under the laws of the State of Colorado.

23. COLORADO GOVERNMENTAL IMMUNITY ACT: The parties understand and agree that the Board is relying upon, and has not waived, the monetary limitations and all other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, CRS 24-10-101, et seq., as it may be amended from time to time.

GENERAL CONDITIONS  
(continued)

24. DELAY IN PERFORMANCE:

- A. Delay of the Contractor. If the Contractor promptly applies for an extension, and if the Board determines that the Contractor has been delayed by causes beyond the control and without the fault or negligence of the Contractor, the Board may extend the time for completion of the work.
- B. Delay by the Board. If a delay is caused by the Board, without contribution by the Contractor, the time and price of the contract shall be subject to change under the provisions of paragraph 17. In the event of delay caused by the Board, the sole remedy of the Contractor shall be limited to any expenditure actually and necessarily caused solely by the delay. The Contractor is not entitled to recover anticipated profits.

25. IMMIGRATION LAWS: The signature of Consultant or Contractor ("CONTRACTOR" herein) on this agreement: (1) certifies that CONTRACTOR is not a natural person unlawfully present in the United States; and (2) also certifies the statements below *if this is a contract for services as "services" are defined in Colo. Rev. Stat. § 8-17.5-102.*

- A. CONTRACTOR shall not:
  - (i) knowingly employ or contract with an illegal alien to perform work under this Contract; or
  - (ii) enter into a contract with a subcontractor that fails to certify to CONTRACTOR that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
- B. CONTRACTOR has verified or attempted to verify through participation in the basic pilot program (as defined in Colo. Rev. Stat. § 8-17.5-102) that CONTRACTOR does not employ any illegal aliens, and, if CONTRACTOR is not accepted into the basic pilot program prior to entering into this Contract, that CONTRACTOR shall apply to participate in the basic pilot program every three months until CONTRACTOR is accepted or this Contract has been completed, whichever is earlier. This provision shall not be effective if the basic pilot program is discontinued. CONTRACTOR may not use the basic pilot program procedures to undertake preemployment screening of job applicants while this Contract is being performed.
- C. If CONTRACTOR obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, CONTRACTOR shall:
  - (i) notify the subcontractor and THE BOARD within three days that CONTRACTOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - (ii) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph (i) of this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that CONTRACTOR shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

## GENERAL CONDITIONS

(continued)

### 25. IMMIGRATION LAWS: (continued)

- D. CONTRACTOR shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to state law.
- E. CONTRACTOR acknowledges that in the event CONTRACTOR violates any of the provisions of the foregoing subparagraphs A – D, THE BOARD may terminate this Contract for breach of contract. If this Contract is so terminated, CONTRACTOR shall be liable for actual and consequential damages to THE BOARD.

26. REMEDIES: The rights and remedies of the Board provided under this contract shall not be exclusive and shall be in addition to any other rights and remedies provided by law.

27. INDEPENDENT CONTRACTOR: In the performance of services under this contract, the Contractor shall be, for all purposes, an independent contractor and not an employee or agent of the Board. The Contractor and its employees and subcontractors shall in no way represent themselves to third parties as agents or employees of the Board.

28. NO UNEMPLOYMENT INSURANCE OR WORKERS' COMPENSATION BENEFITS: The Contractor is not entitled to unemployment insurance or workers' compensation benefits as a result of performance of the services for the Board. The Contractor is required to provide workers' compensation and unemployment insurance benefits for its employees and subcontractors.

29. CONTRACTOR'S RESPONSIBILITIES: The Contractor shall consider Board contracts to be a priority responsibility and shall not allow other work to interfere with Board work or response to Board needs. The Contractor must provide a responsible person to respond to Board communications immediately. The Contractor's equipment must not be stored permanently on Board property. The Contractor will be responsible for all damage to Board equipment, materials and property caused by the Contractor or its employees.

30. PAYMENT OF INCOME TAXES: The Contractor is solely liable for any federal and state income and withholding taxes, unemployment taxes, F.I.C.A. taxes and worker's compensation payments and premiums applicable to payments from the Board under this agreement. The Contractor shall indemnify the Board for any liability resulting from nonpayment of such taxes and sums.

31. SAFETY AND PROTECTION: The Contractor shall, at its own expense:

- A. Provide and maintain proper protection to all material and equipment, including material and equipment furnished to the Contractor by the Board. The Contractor shall protect exterior surfaces of Board property against any defacement which would detract from its sightliness and good appearance.
- B. Provide all necessary safeguards to protect persons and property generally, and particularly the Board's operating property, since no interruption of water service is permissible, except as expressly authorized by the Board.

GENERAL CONDITIONS  
(continued)

31. SAFETY AND PROTECTION: (continued) The Contractor shall, at its own expense:
- C. Upon completion of the work, make good all damages, leaving the site in a clean and orderly condition.
  - D. Maintain safe conditions in the various work areas at all times and install barricades and warning devices where required.
32. NONDISCRIMINATION: The Contractor agrees not to discriminate against any employee, applicant for employment, or potential subcontractor or supplier because of race, color, religion, sex, age, national origin, handicap, or veteran's status. The Contractor agrees to comply with all applicable state and federal laws with regard to equal employment opportunity.
33. WORKFORCE: The Contractor shall employ only competent, skillful workers to provide services under this contract. Whenever any person shall appear to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the work.
34. ACCESS AND SECURITY: The Board shall provide reasonable means of access to all Board locations covered under this contract. The Contractor shall comply with all the Board's access and building security policies.
35. SMALL AND DISADVANTAGED BUSINESS ENTERPRISES: The Board recognizes the desirability, need and importance to the City and County of Denver of encouraging the development of Small Business Enterprises (SBEs) and Disadvantaged Business Enterprises (DBEs). Although the Board is not currently setting goals for SBE/DBE participation, the Contractor agrees to make a good faith effort to involve SBEs and DBEs in the work if and when the opportunity arises.

SPECIAL CONDITIONS  
FOR  
WASTE REMOVAL  
Bidders' Proposal No. 10495A

1. GENERAL:

Denver Water is soliciting proposals for the disposal of waste materials at its facilities within the Denver Metropolitan area. Denver Water also requires the Contractor to accept construction debris and/or non-hazardous industrial waste.

2. SCOPE OF WORK:

The Contractor will furnish all labor, containers, equipment and everything necessary to collect and dispose of waste materials placed in containers at locations listed in the Bill of Material.

The Contractor will furnish standard containers in the sizes listed in the Bill of Material. Containers will be emptied as scheduled and/or required.

The roll-off containers will be priced for each time they are emptied. The Contractor will empty the roll-off container within 24 hours after receiving a telephone request from Denver Water's Contract Representative.

Denver Water vehicles will transport construction debris to the Contractor's disposal site when it's not convenient to load the material into the Contractor's roll-offs.

Denver Water on occasion, needs to dispose non-hazardous industrial waste. This industrial waste will be handled and contained by Denver Water employees for proper disposal by the Contractor. All the necessary paper-work will be completed by Denver Water employees.

3. CONTRACT PERIOD:

The Contract shall commence October 1, 2006 and terminate September 30, 2009. Denver Water and the Contractor may mutually review and continue the contract for additional one-year periods at the same terms and conditions.

4. AWARD:

Award will be made to the responsible bidder(s) submitting the lowest total price for all items. In case of discrepancy, unit price will govern. Award will be made on an individual schedule basis, at Denver Water's discretion. No award will be made for any incomplete schedule price quote. Prices are to remain firm for the first twelve months of the contract. The Contractor may request a price adjustment thirty days prior to the second and third year of the contract period.

Denver Water, at its sole discretion, will determine whether or not the Contractor will be awarded a contract based on price, references, available equipment, response time and manpower.

SPECIAL CONDITIONS  
(continued)

4. AWARD: (continued)

This contract may be terminated for failure to comply with any of the specifications, terms or conditions as listed. The Contractor will be given 30 days' written notice of termination. If contract is terminated, the Contractor will be equitably paid for all services rendered to the effective date of termination. Unsatisfactory performance by the Contractor will result in removal from the approved bid list for a period of two years.

5. CONTRACTOR'S RESPONSIBILITIES:

- A. All Denver Water contracts should be considered by the Contractor as a priority responsibility. Work other than Denver Water work done by the Contractor shall not interfere with response to Denver Water's needs.
- B. No Contractor-owned equipment other than specified containers will be stored on a permanent basis on Denver Water property.
- C. The Contractor will be responsible for all damage to Denver Water equipment, materials and property caused by the Contractor or its employees.
- D. The Contractor will provide a schedule showing the days of the week pickups will be made for each location.
- E. The Contractor will remove and dispose of waste material in accordance with all Federal, State, and Local regulations.
- F. The Contractor will provide supervisory personnel to accompany Denver Water's Contract Representative on inspection of all Denver Water properties and/or areas as required.
- G. The Contractor will place all containers back in their original position after they are dumped.
- H. Containers must be functional for their location, with the Contractor responsible for all upkeep.
- I. Access to certain designated sites may be by electronic code or key. Gates are to be re-locked upon completion of trash pick up at these sites.

6. SITE INSPECTION:

Arrangements for site inspections may be made by contacting Mr. Scott Nelson, Building Maintenance Foreman, at telephone 303-628-6001.

SPECIAL CONDITIONS  
(continued)

7. CONTRACT CHANGES:

In the event requirements at any location should increase or decrease during the contract period, payment for services will be adjusted based on the prices quoted. All contract changes must be in writing from the Manager of Purchasing.

The Contractor will be notified in writing when Denver Water desires to add or delete any location from the contract. Any location added will be at a rate agreed upon by Denver Water and the Contractor.

8. SERVICE CAPABILITY:

The Contractor may be required to furnish proof he is capable of performing the required services by providing references and a list of applicable equipment he owns. Denver Water reserves the right to inspect the Contractor's facilities and equipment.

9. NONASSIGNABILITY:

The Contractor may not assign the agreement or any right or liability hereunder to another party. All subcontract work must be approved by Denver Water's Contract Representative prior to start of the work.

10. DENVER METROPOLITAN AREA:

The following boundaries will be classified as in the Denver Metropolitan area under the terms and conditions of this contract: Watkins Road to the East (to include Denver International Airport), Lincoln Avenue to the South (South of C-470), Foothills Treatment Plant to the South (West to and including Waterton Canyon), Heritage Road, Highway 93 (to include Ralston Reservoir) to the West and 160th Avenue to the North.

11. PRICE ADJUSTMENT:

Requests for price increases or decreases after the first contract period shall be submitted to Denver Water by the Contractor with appropriate documentation at least 30 days prior to the next applicable 12-month period.

Denver Water and the Contractor may mutually agree at the appropriate time as to the format and methodology of determining the documented price adjustments.

Denver Water's rejection of any price adjustment shall be considered grounds for termination of the Contract.



SPECIAL CONDITIONS  
(continued)

12. PAYMENT:

Denver Water will issue the Contractor a ghost purchasing card number. The Contractor shall send an itemized statement of waste removal services on a calendar month basis. All statements must include only those services performed during the calendar month.

The Contractor shall submit the monthly statements to:

Denver Water  
1600 West 12<sup>th</sup> Avenue  
Denver Colorado 80204-3412  
Attention: Purchasing/PC\*\*\*\*

\*\*\*\*' being the last four digits of the ghost purchasing card number.

13. CONTRACT REPRESENTATIVE:

Questions or comments concerning this contract shall be directed to Denver Water's Contract Representative, Mr. Scott Nelson, Building Maintenance Foreman, at 1600 West 12th Avenue, Denver, Colorado 80204-3412 or by telephone at 303-628-6001.

SPECIFICATIONS  
FOR  
WASTE REMOVAL  
Bidders' Proposal No. 10495A

1. CONTAINERS:

- A. The Contractor will furnish new or newly conditioned containers at the beginning of the contract period and make container exchanges and provide special cleaning services as requested.
- B. All three (3) yard and smaller containers must have working casters and lids.  
All four (4) yard containers must have lids but no casters.  
All roll-offs and six (6) yard containers must have no lids and no casters.
- C. Areas adjacent to containers must be kept clean and maintained by the Contractor.

2. PROPOSED COSTS:

- A. Price Per Month must include pick-up and all landfill and disposal fees as applicable.
- B. No other charges, such as "fuel adjustment charges", will be allowed under this contract.

## DRIVING DIRECTIONS TO DENVER WATER

From I-25, traveling north; or 6<sup>th</sup> Avenue, traveling east or west:

Proceed on 6<sup>th</sup> Avenue Freeway and exit at the Osage/Quivas Exit. (This is the exit just east of I-25). Proceed north under the 8<sup>th</sup> Avenue Viaduct where you will enter Denver Water property. You will be on Denver Water's service road, Seminole Road. Go north on Seminole Road past the three story Administration Building and shop buildings which will be on your left. Seminole Road ends at 12<sup>th</sup> Avenue. Turn left on 12<sup>th</sup> and you will quickly see a gate with a Guard Shack and Flag Pole. Check in with the guard and he or she will direct you to Building No. 12.

From I-25, traveling south:

Exit I-25 at Exit 209C, which is the 8<sup>th</sup> Avenue/Zuni ext. (This is the first exit after you cross under the Colfax Viaduct) proceed north on Zuni Street, (which runs parallel to I-25) until you reach the stoplight at 13<sup>th</sup> Avenue. Turn right and go east to Shoshone Street (the first street east of the Railroad Crossing). Turn right on Shoshone Street, after one-block, you will curve into 12<sup>th</sup> Avenue. Turn right at the gate with the guard shack and flagpole. Check in with the guard and he or she will direct you to Building No. 12.

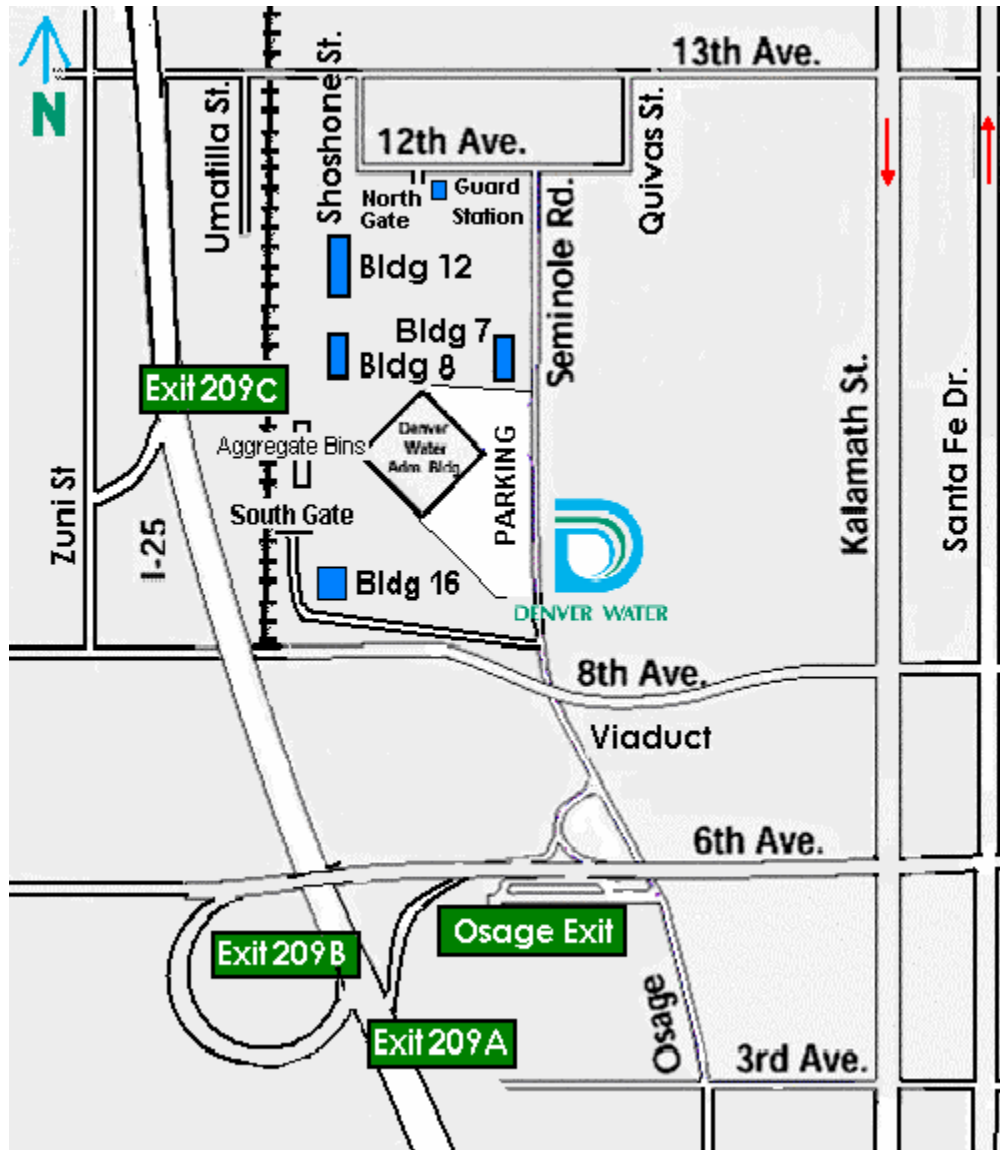
From Downtown Denver:

Proceed west on 13<sup>th</sup> Avenue. (13<sup>th</sup> is one-way west until Mariposa Street, where it becomes 2-way.) Proceed west to Quivas Street. Turn left on Quivas and then right on to 12<sup>th</sup> Avenue. Proceed west until you reach a gate with a guard shack and a flagpole. Check in with the guard and he or she will direct you to Building No. 12.

In all cases, there are clearly visible signs directing you to Denver Water. If all else fails, you may call the Purchasing Department directly at 303-628-6760.

# DENVER WATER

1600 WEST 12<sup>TH</sup> AVENUE  
DENVER, COLORADO 80204



BILL OF MATERIAL  
FOR  
WASTE REMOVAL  
Bidders' Proposal No. 10495A

Item No.	Location	Qty	Size (Cu Yds.)	Pickups Per Week	Price Per Month	Price Per Year
1.	Administration Bldg. 1600 W. 12 <sup>th</sup> Avenue	2	6	4	\$_____	\$_____
		1	3	4	\$_____	\$_____
2.	West Side Yard 1600 W. 12 <sup>th</sup> Avenue	10	3	3	\$_____	\$_____
		1	4	3	\$_____	\$_____
		2	6	3	\$_____	\$_____
3.	York Street 4700 York Street	1	3	1	\$_____	\$_____
4.	Capitol Hill 1000 Elizabeth Street	1	3	1	\$_____	\$_____
5.	Westwood 3355 West Mississippi	1	4	1	\$_____	\$_____
6.	Marston 6100 West Quincy Ave.	3	3	1	\$_____	\$_____
7.	Einfeldt Pump Station 1900 S. University	1	6	1	\$_____	\$_____
8.	Ashland Pump Station 5260 West 29 <sup>th</sup> Avenue	1	3	1	\$_____	\$_____
9.	Wynetka Station 5891 South Lowell	1	3	1	\$_____	\$_____
		1	2	1	\$_____	\$_____
10.	64 <sup>th</sup> Ave. Pump Station 21850 E. 64 <sup>th</sup> Avenue	1	6	1	\$_____	\$_____
11.	Foothills Treatment Plant 6730 N. Rampart Range Rd.	2	3	1	\$_____	\$_____
12.	Moffat Treatment Plant 10901 W. 20 <sup>th</sup> Avenue	2	6	1	\$_____	\$_____

Bill of Material  
(continued)

Item No.	Location	Qty	Size (Cu Yds.)	Pickups Per Week	Price Per Month	Price Per Year
13.	Kassler 11300 Waterton Road Littleton, Colorado	4	3	1	\$_____	\$_____
14.	High Line Canal 4010 East Orchard Road	1	3	1	\$_____	\$_____
		1	30	As Required		\$_____
15.	High Line Canal 2950 South Boston	1	30	As Required		\$_____
16.	Miller Pond 6720 Monroe Street Commerce City	1	30	As Required		\$_____
17.	West Side Yards 1600 W. 12 <sup>th</sup> Avenue (Use 24 calls per year as estimate)	1	30 (Min. Roll-Off)	As Required	\$_____	\$_____
18.	Recycled Water Plant 5650 York Street	1	6	1	\$_____	\$_____
<b>TOTAL BID</b>						<b>\$_____</b>

PLEASE STATE THE FOLLOWING:

Construction debris per yard: \$\_\_\_\_\_

(Denver Water Vehicles)

Dump Site Locations:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

BILL OF MATERIAL  
(continued)

PLEASE STATE THE FOLLOWING (INFORMATION ONLY):  
(For non-hazardous waste)

Description	Size	Price Per Pickup
Cubic Boxes	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
End Dumps	_____	\$ _____
	_____	\$ _____
Drums	_____	\$ _____
	_____	\$ _____

REMARKS (For Any Clarification): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PROPOSAL  
FOR  
WASTE REMOVAL  
Bidders' Proposal No. 10495A

The undersigned bidder, \_\_\_\_\_,  
(Name of Firm)

("Contractor"), hereby offers to supply to the City and County of Denver, acting by and through its Board of Water Commissioners ("Board"), the services and materials set forth in the BILL OF MATERIAL and SPECIFICATIONS in accordance with the terms and conditions contained in the Contract Documents.

1. The Contract Documents, incorporated herein by reference, consist of the Invitation for Bids, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Bill of Material, Proposal, TIN, Acceptance and any addenda issued by the Board. No one part of the Contract Documents shall constitute the Contract, but the whole taken together shall be the Contract between the parties.

2. The price offered to supply the services and materials set forth in the BILL OF MATERIAL and the SPECIFICATIONS is the amount set opposite each item listed on the BILL OF MATERIAL, with a total price of \_\_\_\_\_ for all items bid. A cash discount of \_\_\_\_\_% is available upon the following conditions:

---

---

---

---

---

---

---

---

3. The Board will pay for all items purchased as set forth in the General Conditions.

4. The Contractor shall deliver all items purchased under the Contract in accordance with the General Conditions.



Proposal  
(continued)

IN WITNESS WHEREOF this proposal is made this \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_\_:

Name of Firm: \_\_\_\_\_

By signing below, the signer certifies that he or she is authorized to accept and bind the Contractor to the terms of this Proposal and the Contract.

By \_\_\_\_\_  
(Signature of Authorized Agent) (Print or Type Name of Authorized Agent)

Permanent mailing address of Authorized Agent:

Telephone No. \_\_\_\_\_

\_\_\_\_\_  
Street address or P.O. Box

Fax No. \_\_\_\_\_

E-mail \_\_\_\_\_

\_\_\_\_\_  
City State Zip Code

Bidder's status: Individual/sole proprietor Corporation of the state of \_\_\_\_\_

Partnership or joint venture Other \_\_\_\_\_

Owner of Firm: \_\_\_\_\_

BOARD'S ACCEPTANCE  
FOR  
WASTE REMOVAL  
Bidders' Proposal No. 10495A

The CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS, hereby accepts the offer of:

\_\_\_\_\_,  
(Name of Firm)

Check one:

- ☐ Individual/sole proprietor
- ☐ Corporation
- ☐ Partnership
- ☐ Small Disadvantage Business Enterprise (Certified SDBE)
- ☐ Other \_\_\_\_\_

To provide those items listed in the BILL OF MATERIAL under the terms and conditions contained in Contractor's BIDDER'S PROPOSAL. The purchase price shall be the amount set opposite each item listed on the BILL OF MATERIAL THAT HAS BEEN MARKED WITH THE ACCEPTANCE STAMP of the BOARD OF WATER COMMISSIONERS, for a total purchase price for all items of:

\_\_\_\_\_ dollars.

Dated at Denver, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY AND COUNTY OF DENVER  
Acting By and Through Its

**BOARD OF WATER COMMISSIONERS**

By \_\_\_\_\_  
Andy T. Spaulding  
Manager of Purchasing

REGISTERED AND COUNTERSIGNED:  
AUDITOR, CITY AND COUNTY OF DENVER

By: \_\_\_\_\_

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/  
Sole proprietor

☐ Corporation

☐ Partnership

☐ Other ▶

☐ Exempt from backup  
withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number  
| | | + | | | | |

or

Employer identification number  
| | + | | | | |

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶